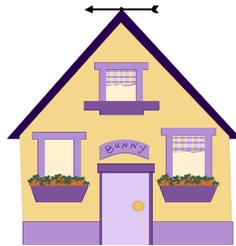


TENANT RIGHTS AND RESPONSIBILITIES



The Guidebook To A Successful Landlord-Tenant Relationship

Thanks to:



For providing the base for this document.

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This is a guide to help you learn about your rights, responsibilities and what to expect when you rent your own apartment/house. You may want to work with a real estate agent to help you find a place to live. These agents work for you and help you find a place but are paid by the landlord.

Before you start looking for a place to live you will need to know:

- Your income
- How much you can afford for rent
- If you qualify to get help paying your rent or utilities
- Can you afford to live alone or do you need roommates?
- What town(s) you want to/need to live in

THE LEASE AND SECURITY DEPOSIT

What is a Lease?

The lease is a contract between you and your landlord. It describes the expectations and responsibilities of both you and your landlord while you are living in the apartment/house. Every landlord is different but some typical things found in the lease are:

1. How long you will be staying there
2. How much your rent will cost each month
3. Which utilities (bills) and appliances are included and what bills you will have to pay
4. When you must pay your rent and where to send it
5. The consequences of the rent being late, or if you don't pay
6. Your responsibilities in keeping the apartment/house clean and in good repair
7. The Landlord's responsibility for repairs

Other questions to ask if these things are important to you:

- Are there any additional fees? Trash removal, snow removal, lawn care, condominium fees, etc.?
- Does the apartment/house meet section 8/rent subsidy requirements?
- What are the rules about having pets?
- Are there rules about smoking?
- Where can visitors park?

- Is the apartment accessible for people with physical disabilities?
- Where can you do your laundry? Is there a cost?
- Are there common areas that you can use? (yard, community room, gym, pool)

Most leases allow you to stay in the apartment for one year, though some can be for different lengths of time. If you want to stay in the apartment after the lease is up, your landlord must agree. If both you and your landlord agree to another year (or other stated time frame), than a new lease will be signed. A new lease may have some changes in it so read it carefully before you sign.

Always review the lease and ask any questions before you sign. Once you have signed the lease you are stating that you agree to the terms and will be held responsible for them from that point on. You may want to ask someone you trust to review the lease with you before you sign it, particularly if you have never rented a home before.



Typically, a lease cannot change until the leasing period has ended. However, if you do not do something you were responsible for, it may cause problems for you, up to and including, being asked to leave your apartment before the lease is up. This is called eviction.

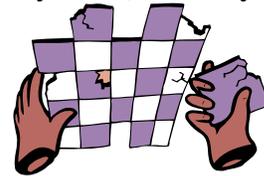
THE LEASE AND SECURITY DEPOSIT, CONT.

What is a Security Deposit?

The security deposit is paid to the landlord before you move into the apartment/house. Typically, the security deposit is equal to one or two months rent, but is NOT the same thing as rent.

The purpose of paying a security deposit is:

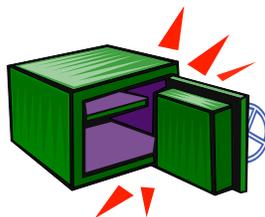
- To hold the apartment for you before you move in
- To cover the cost of any damages to the apartment found when you move out
- To cover any unpaid rent or other expenses (i.e. utility bills) when you leave



You should try to avoid losing your security deposit by making sure there are no damages (other than normal wear) to the apartment before you leave. If there are no damages when you move out, the landlord is required to return your security deposit to you. If there are damages that need to be repaired before a new tenant can move in, the landlord will keep some or all of the security deposit money to cover these costs.

There are programs that can assist people in paying the security deposit if you do not exceed a certain income level, or if you, for other allowable reasons, do not have the money to pay the deposit. If you need assistance with the security deposit, ask your Case Manager, staff or call 211 to find out how to get help.

Remember: The security deposit is not to pay rent when you don't have it! It is only for covering the costs of any damages when you move out.



Make sure to keep a copy of your lease together with any other important documents in a safe and secure place. Get a receipt for your security deposit and keep a copy of the receipt with your lease. If you are moving from one place to another, make sure that you are careful with the dates you move out and move in or you may end up paying for two places in one month.

It is a good idea to take pictures of the apartment before you move in and when you move out to have proof of the condition of the apartment/house.

BASIC RESPONSIBILITIES OF THE TENANT

There are some basic responsibilities for which you will be held accountable when living in your apartment.

- ▶ **Rent must be paid on time as agreed upon in your lease.**
- ▶ **If utilities are not included in your rent, you must pay for these services on time as well.**
- ▶ **Keep the apartment or rental unit clean and sanitary. An unclean or unsanitary living space may result in pest control problems.**



- ▶ **If the apartment must be fumigated for infestations due to your lack of cleanliness, you are responsible for paying the fumigation bill. See the Household Cleaning and Garbage Disposal section for more information.**



- ▶ **Dispose of garbage properly. See Household Cleaning and garbage Disposal section for more information.**
- ▶ **Properly operate plumbing, electrical and heating systems. For example, in the winter it is essential that you keep the heat above 55 degrees to prevent the pipes from freezing and bursting. If damage results from improper use of these systems, you will be responsible for paying the repair fees.**
- ▶ **Heating an apartment with electric heaters or the gas stove is dangerous! It is hazardous to your health and may start a fire. If you are having financial difficulty with paying for heat, contact your utility company and/or speak to your landlord. If you have support staff, you may also ask him or her for assistance.**

- ▶ **You must prevent any intentional damage or damage due to carelessness in your apartment or house.**
- ▶ **You are responsible for what happens in your home even if you are not there. This means if you have family and friends visiting your home, they have to follow the same rules as you.**



- ▶ **Only people listed on the lease may live with you. The landlord must approve any new people you would like to have move in. Without prior approval, you are breaking your lease agreement and may be asked to leave.**
- ▶ **If you give an extra set of keys to someone (in case you lock yourself out), be sure this is someone you know well and can trust not to enter your apartment when you are not home.**



- ▶ **Inform your landlord of smaller problems that may become BIG problems if left unattended for too long. Don't wait for a problem to become a disaster.**
- ▶ **When moving out, it is the your responsibility to restore the apartment to the same condition as when you moved in, with the exception of normal wear and tear.**

HOUSEHOLD CLEANING AND GARBAGE DISPOSAL

Household Cleaning

You will need the following supplies to keep your home clean and sanitary:

- Vacuum cleaner
- Mop
- Broom and dust pan
- Duster and/or dust cloths
- Dish soap and dish washing supplies
- Disinfecting cleanser for the bathroom and counters
- Floor cleanser
- Paper towels
- Trash container and trash bags
- Place for recycling items

Make sure you know how the following work:

- ▶ Dishwasher
 - ▶ Garbage disposal
 - ▶ Stove
 - ▶ Washer and dryer
- ▶ **The two most important places to clean are the bathroom and the kitchen because food and humidity can cause mold and mildew.**



- ▶ **In the kitchen, be sure to clean sinks, countertops, garbage cans or disposals, dishrags, floors and appliances (refrigerator, oven, stove, etc.). Cabinets containing food items should be cleaned several times per year to prevent any possible insect or rodent infestation.**



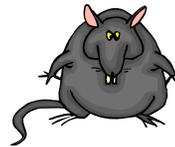
- ▶ **In the bathroom, it is important to clean the toilet, shower area, shower curtain, bathmat and floor regularly to prevent germs from spreading.**

- ▶ **Hardwood floors require special care. The best and safest way to care for your hardwood floors is regular vacuuming and occasional spot cleaning with Murphy's Oil Soap and water.**
- ▶ **If you are not sure what chemicals are best to use on any surface (any type of floors, appliances, tabletops, etc.), speak to your landlord, building manager or maintenance team for more direction.**



Garbage Disposal

- ▶ **Improperly disposed of garbage is frequently the cause of insect and rodent infestation.**



- ▶ **The hallway is not the appropriate place to store garbage. While in the apartment, garbage must be stored in a plastic garbage bag in a plastic container. When full, the bag must be tied and you must bring the garbage to the designated outdoor storage place to await pick-up. After collection, you must return cans to storage area unless there is a dumpster. If there is a dumpster, you are responsible for placing your closed trash bags in the dumpster. Any trash spilled onto lawns by animals, wind, or garbage collectors must be picked up and properly discarded in trashcans.**



- ▶ **If throwing away particularly foul trash, it may be a good idea to double bag these items to prevent odor from escaping while awaiting pick up. Bad odors may attract bugs, rodents and other animals both inside and out.**

- ▶ **Proper handling of recyclable items is essential. Each town requires that recyclables be separated in a specific manner. Learn the rules for the town you live in and follow them.**



- ▶ **Your landlord can provide you with instructions on trash disposal and recycling.**

UTILITIES

Utilities may not be part of your lease, which means you may be responsible for paying utilities in addition to your rent. If this is your responsibility, you will want to call the electric company well before you actually move in to your apartment, as they cannot always come out right away. Service connection may require someone from the electric company to come out to the apartment, so you have to plan to be there at the scheduled time.



If you will have gas powered heat, hot water and/or stove, you will need to contact the gas company prior to moving in. Most gas companies suggest calling a few days before you move into your new house or apartment. If you have an oil-fired boiler, you will need to set up an account with the oil delivery service of your choice prior to the arrival of cold weather. If your hot water comes from the oil furnace, you will need oil all year long.

The phone company may need a little more time (like the electric company) – so call them as soon as you know your move date.



Whether or not you are paying for your utilities, there are measures you can take to keep bills lower and to conserve energy.

- ▶ **To preserve heat and energy, keep doors and vents closed in storage areas or rooms you don't use much. This will keep your other rooms warmer.**
- ▶ **If you have access to your thermostat, keep it set between 65-70 degrees. Make sure you learn how to operate your thermostat.**
- ▶ **If you have windows with storm windows, make sure they are tightly closed during colder months (at least November-April).**
- ▶ **Regardless of the type of heat or utilities you require, many companies have budget billing plans, which can help spread the cost evenly over the year and avoid nasty billing surprises.**
- ▶ **Energy assistance programs are available that will come and help "weatherize" your home (putting plastic insulation on windows, etc.)**

EMERGENCIES

An emergency is a very stressful situation. Although you may not have directly caused the emergency, you are responsible for helping to solve the problem. Be sure that you know and understand how to operate any security systems: buzzing people into the building, how to see who is at the door, etc. Also, know what security the landlord has in place: security cameras, extra outside or hallway lighting, security staff, etc.

It is important that you get to know your neighbors and who lives close enough and would help you in an emergency.

The following is a list of potential emergencies:

- ▶ **Fire**
- ▶ **Gas leaks**
- ▶ **Carbon monoxide**
- ▶ **No heat**
- ▶ **No hot water**
- ▶ **Water leaks**
- ▶ **Electrical outages**
- ▶ **Lost keys**
- ▶ **Death of tenant or visitor to the property**
- ▶ **Violence, murder, rape or other serious crimes that require police contact at the property**
- ▶ **News media attention or contact for any reason**

Here's some advice for handling certain emergencies:

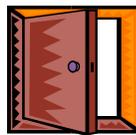
- ▶ **If there is an electrical outage, call your local electric company and report the outage. They will give you an estimated time of when the power will return. If your neighbor has power, it may just be a blown circuit. In this case, follow instructions provided by your landlord on who to call.**
- ▶ **You should always have at least one (if not more) fire extinguisher in your apartment. Always have one in your kitchen and know how to use it.**



- ▶ **If you have a small fire, use the fire extinguisher to put it out. Even if you put it out, if there is any damage, you must notify your landlord right away.**
- ▶ **If the fire is not small, evacuate the building immediately and call the fire department from somewhere safe. Also, call your landlord as soon as possible.**



- ▶ **If you suspect there is a gas leak, leave your home immediately. If you smell gas, do not use any light switches or the telephone. Call the gas company from a safe distance. Your landlord must also be notified.**
- ▶ **If you have given someone a spare set of your keys, and have lost yours, call the person for your extra set. Or, you can call your landlord. If you think someone stole your keys that might later enter and do damage to your apartment, notify your landlord right away, as the locks may need to be changed. If you lose your keys, your landlord may charge you to make a new set.**



- ▶ **For no heat or hot water, call your landlord or maintenance person identified by the landlord right away.**
- ▶ **Water leaks of any kind (including constant running toilets and leaky faucets) must be reported right away. Learn where to turn off the water pipes for the toilet and sinks.**
- ▶ **Contact your landlord right away regarding violent or serious crimes that take place on the property requiring police contact or if the news media arrives at the property or attempts to contact you.**

CONSEQUENCES OF NOT MEETING RESPONSIBILITIES

If you do not meet the responsibilities set forth and agreed upon in the lease, the landlord may decide to begin the eviction process.

A landlord can legally remove a tenant through a court eviction action called a summary process. An eviction action can begin for the following reasons:

- ▶ **The lease has expired and the you have not moved out**
- ▶ **Rent is not paid when due or within specified grace period**
- ▶ **You do not fulfill or are in violation of a specific term or responsibility outlined and agreed upon in the lease**
- ▶ **Nuisance**
- ▶ **No right or privilege to occupy the premises or the right to occupy has been terminated.**

If the landlord begins the eviction process, you will receive a Notice to Quit. A third-party person, such as a state marshal, serves this. The Notice to Quit will have the specific date that you must voluntarily leave the apartment. The landlord should accept rent during the three days allowed under this notice.

If you do not leave and do not pay the rent, the landlord will have the state marshal serve you with a Summons and Complaint. The Summons is an official court form that explains to you that an eviction action is being brought against you. You will then have to return the forms to the court by the date specified. Once legal action is initiated, the landlord will most likely not accept any further rent payments.

You will now have two days after the return date on the forms to file an Appearance. It is extremely important to do this because if it is not filed in time, you may lose the case by default.

If you lose the case, either in court or by default, you are allowed five days (not including Sundays and legal holidays) to remain in the apartment. Certain extensions may be permitted. Evicted tenants have to apply for extensions with the court.

Being evicted can cause a lot of problems for you:

- It can hurt your credit rating.
- It can make it hard to get new landlords to rent to you.
- It can cost you money to solve the problems.

- Your belongings may be damaged if they get placed on the street if not removed by court ordered deadlines.

LANDLORD'S RESPONSIBILITIES

Just you have a list of responsibilities to fulfill, landlords must also meet certain responsibilities.

These responsibilities include:

- ✦ **Providing a clean apartment when the tenant moves in**
- ✦ **Providing clean common areas (such as hallways, staircases, etc.)**
- ✦ **Providing adequate lighting in hallways and in staircases**
- ✦ **Properly working plumbing and heating**
- ✦ **Properly repaired and safe stairways, porches, floors, ceilings and walls**
- ✦ **Good locks on the doors of the apartment**
- ✦ **Safe fire exits from the building**
- ✦ **Providing a smoke detector in working order. Carbon monoxide detectors should also be in place.**

The landlord will also have to meet any responsibilities detailed in the lease agreement.

MOVING OUT

Moving out of your current apartment is not a decision you want to make quickly. There are several things for you to consider when starting the process of moving out.

- ✦ **Check your lease carefully to make sure you are not in violation of your agreement.**
- ✦ **Inform your landlord, in writing, at least 30 days prior to your intended move out date. However, you should give everyone as much as notice as possible.**
- ✦ **Do not give notice that you are moving out until you are sure you have a new place to live.**
- ✦ **Notify the utility companies of your anticipated move date and new address.**
- ✦ **Attend an exit inspection with your current landlord.**
- ✦ **Have all of your belongings out of the apartment by the day you agreed to move.**

You have to clean your apartment before leaving and return the keys to your landlord. If you do not comply with the process stated in your lease agreement, you may lose part or all of your security deposit.

If no damage was caused to the property and all rent and other bills have been paid, then the landlord must return the full security deposit plus interest to you within thirty days of moving out. If some damages were caused, the landlord must return the balance of the security deposit and include an itemized list of what was charged for the damages.

The following are considered damages for which some or all of the security deposit may be applied:

- ✦ **Property damage other than normal wear and tear (torn and stained carpeting, holes in walls, cabinets or doors, broken windows, broken appliances, etc.)**
- ✦ **Excessive cleaning costs because the apartment was left in an unsanitary condition**
- ✦ **Unpaid rent**

Remember to give your landlord your new address so the deposit can be mailed in a timely fashion!

MOVING OUT, CONT.

What happens if you break your lease?

You are breaking your lease if you move out before the termination date stated in your lease. If you are intending to move prior to the termination date stated in the lease, you must get your landlord's permission. If you do not obtain permission for this from your landlord, you may have to pay rent for all the months remaining in the lease.

OTHER IMPORTANT INFORMATION

Before signing a lease and making a commitment to the landlord, make sure of the following items:

- ✦ Carefully review the rental agreement, rules and any lease addendum offered to you by the landlord. If you do not understand something you are reading, ask for clarification.
- ✦ Ask for a tour of the unit and the building.
- ✦ Remember, you are not a tenant until rent and security deposit are paid and all paperwork has been signed.

Tenants need to know who to call or contact whenever there is a repair to be done. Ask your landlord or property manager how you should request repairs and have them supply you with any necessary forms. For emergencies – don't wait! Contact your property manager or landlord immediately for guidance.

The following are some additional **safety tips** for every tenant:

✦ **Kitchen:**

- ▶ Keep floors clean and dry at all times. If you have just washed the floor, be sure to let others you live with, or guests, know to walk cautiously until it dries completely.
- ▶ Use a sturdy step stool or ladder to reach into high cabinets. Never stand on a chair or other less stable object.
- ▶ Keep curtains tied back to prevent them from blowing near the stove. This can be a serious fire hazard.



- ▶ If children live in the apartment, be sure to keep knives and scissors in a safe place and keep all cleaning fluids out of reach.
- ▶ When grease spills on floors or stoves – clean it up immediately. This will help prevent grease fires and dangerous slips.

✦ **Bathroom:**

- ▶ Always use nonskid mats in the shower/tub and on the floor.
- ▶ Avoid using any electrical appliances (hairdryers, plugged-in clippers, etc.) near anything wet.

✦ **Stairways, Halls, Entrances, Doors and Windows**

- ▶ Keep staircases and halls adequately lit. Change light bulbs as soon as they burn out.
- ▶ Keep staircases and halls free of toys, garbage, or any other loose items that can cause a person to trip or fall. Do not store things on stairs.
- ▶ If you have small children, make sure to use safety gates at the top of the stairs and in any other door way that you would like to prevent them from entering (such as the kitchen while the stove is on).

✦ **Other Rooms**

- ▶ Arrange furniture to allow for easy passage in the dark.
- ▶ Keep all of your furniture and chairs in good repair.
- ▶ If you or someone you live with smokes, provide appropriate receptacles in relevant rooms. Be sure that when you empty ashtrays, the cigarettes are all the way out before emptying them into the trash. A safe way of doing this is to run them under water first. Never smoke in bed!

✦ **General**

- ▶ Always have a complete First Aid Kit available.
- ▶ Make sure fire extinguishers are available, functioning and that you know how to use them.
- ▶ Keep batteries in smoke detectors and carbon monoxide detectors and be sure they are properly operating. A repeating peep sound is usually indicating that new batteries are needed.
- ▶ If there are small children in the home, keep all electrical outlets covered that are not in use.
- ▶ Do not plug several appliances into one outlet. This can overload the wiring and cause an electrical fire.
- ▶ Use nonflammable, flame-resistant fabrics in rugs, draperies, and furniture coverings.